

INSTRUMENT NO. 2008059425

ORDINANCE NO. 3828

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED ON THE EAST SIDE OF GRAYS LANE NORTH OF PARK RIDGE MEADOWS SUBDIVISION INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS-7, SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: That the following described real property located on the east side of Grays Lane north of Park Ridge Meadows Subdivision, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned RS-7.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 20th DAY OF October, 2008.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 20th DAY OF October, 2008.

Approved:

By Tom Dahl Mayor

Attest: Lisa Lambing  
City Clerk

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TECHNICAL SUPPORT

2008 NOV 7 PM 12 29  
WILLIAM H. HURST  
CANYON CNTY RECORDER  
Nampa City of

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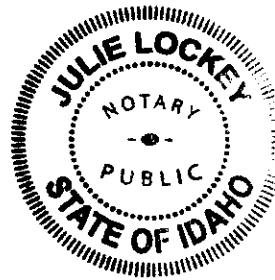
State of Idaho )

Canyon County )

On this 20th day of October, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey  
Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011



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TECHNICAL SUPPORT

PROPERTY DESCRIPTION  
FOR  
PHEASANT MEADOWS SUBDIVISION

A parcel of land lying in the S1/2 NE1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8 inch iron rebar marking the S 1/4 Corner of said Section 25; thence along S. Grays Lane N 00°24'42" W 2654.36 feet to a point; thence N 00°17'42" W 1043.91 feet to a point; thence N 89°48'12" E 20.00 feet to a 5/8 inch iron rebar on the easterly right of way of said S. Grays Lane, said rebar being the **POINT OF BEGINNING**;

Thence continuing N 89°48'12" E 150.81 feet to a 5/8 inch iron rebar;

Thence S 39°44'00" E 418.86 feet to a 5/8 inch iron rebar at the northerly boundary of Park Ridge Meadows Subdivision No.1;

Thence S 89°55'10" E 883.63 feet along said boundary to a 5/8 inch iron rebar;

Thence leaving said boundary N 00°19'08" W 644.11 feet to a 5/8 inch iron rebar;

Thence N 89°58'14" W 810.61 feet to a 5/8 inch iron rebar;

Thence S 26°20'41" E 289.64 feet to a 5/8 inch iron rebar;

Thence S 89°48'12" W 616.83 feet to the easterly right of way of S. Grays Lane to a 5/8 inch iron rebar;

Thence S 00°17'42" E 60.00 feet along said easterly right of way to the **POINT OF BEGINNING**.

Said parcel contains 13.80 acres, more or less.

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TECHNICAL SUPPORT

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E POWERLINE RD

ANNEXATION AND ZONING TO  
RS 7 (SINGLE FAMILY RESIDENTIAL  
7,000 SQ. FT.) ON THE EAST SIDE OF  
GRAYS LANE NORTH OF PARK RIDGE  
MEADOWS SUBDIVISION (A 13.8 ACRE  
PORTION OF THE S ½ NE ¼ OF SECTION 25,  
T3N, R2W, BM), AND PRELIMINARY PLAT  
APPROVAL FOR PHEASANT MEADOWS  
SUBDIVISION (45 SINGLE FAMILY RESIDENTIAL  
LOTS ON 13.8 ACRES OR 3.29 LOTS PER ACRE)  
FOR REGAL DEVELOPMENT, LLC.  
PROJECT#13-0874

RS22

609 **SAFETY**  
1 inch = 500 feet

Enc 4004

RP

12

INSTRUMENT NO. 2008059426  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 20<sup>th</sup> day of October, 2008 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Regal Development LLC, an Idaho Limited Liability Company, hereinafter referred to as "Owner/Developer."

RECITALS

- A. Owner/Developer is the owner of approximately 13.78 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Property").
- B. Owner/Developer applied to City on 09 April 2008 (the "date of application") for annexation of the Property into City and for rezoning of the Property to City RS 7 in anticipation of the development and construction of a subdivision (hereinafter the "Project").
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS 7 as referenced above subject to the terms and commitments contained in this Agreement.

AGREEMENT

**NOW THEREFORE**, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..
2. The Project shall be developed in substantial conformance with the conceptual plan set attached hereto as **Exhibit "B"** (the "Conceptual Plan") and made a part hereof provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all annexation/rezoning related approvals required from City for development of the Project provided such is in substantial conformance/accordance with the approved Conceptual Plan.

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3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law. Specific conditions of approval made pertinent to the Project by the City's Planning and Zoning Commission, Council and City staff/departments shall, however, hold precedence over this Agreement unless specified herein.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the Conditions of Approval attached hereto as **Exhibit "C"**, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer's failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer's receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10. Severability: If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either verbal or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted Ordinance or Resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable

control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this day and year first above written.

CITY OF NAMPA

Tom Dale

Tom Dale, Mayor

Liana Lambing

Attest: Diana Lambing, City Clerk

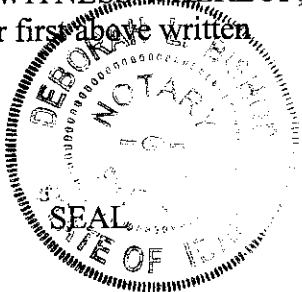
OWNER/DEVELOPER(S)

OWNER/DEVELOPER(S)

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 5<sup>th</sup> day of November, in the year of 2008, before me Deborah L. Bishop, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



John R Bishop

Notary Public for State of Idaho  
Residing at Nampa, Canyon County, Idaho  
Commission Expires: 6/13/2013

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On this 3<sup>rd</sup> day of November in the year of 2008 before me,  
Michelle Foley, personally appeared Rick Hewitt, known or  
identified to me, to be the person and [an] Owner/Developer, whose name is subscribed to the  
within and foregoing instrument and acknowledged to me that he executed the same for and on  
behalf of Regal Development.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year first above written.



Michelle Foley  
Notary Public for State of Idaho  
Residing at Boise  
Commission Expires: 1/22/2013

\*\*\*\*\*

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2008 before me,  
\_\_\_\_\_, personally appeared \_\_\_\_\_, known or  
identified to me, to be the person and [an] Owner/Developer, whose name is subscribed to the  
within and foregoing instrument and acknowledged to me that he executed the same for and on  
behalf of \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year first above written.

SEAL

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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TECHNICAL SUPPORT

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**RECORD SCAN**

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**TECHNICAL SUPPORT**

PROPERTY DESCRIPTION  
FOR  
PHEASANT MEADOWS SUBDIVISION

A parcel of land lying in the N1/2 SW1/4 NE1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8-inch iron rebar marking the S1/4 Corner of said Section 25; thence along the Meridional Centerline of said Section 25 which coincides with the centerline of S. Grays Lane, N 00°24'42" W 2654.36 feet to a 5/8-inch rebar marking the C1/4 of said Section 25; thence continuing along said Meridional Centerline and said centerline of S. Grays Lane, N 00°17'42" W 983.91 feet to a point; thence leaving said Meridional Centerline and said centerline of S. Grays Lane N 89°48'12" E 35.00 feet to a 5/8-inch rebar on the Easterly Right-of-Way of said S. Grays Lane, said rebar being the **POINT OF BEGINNING**;

Thence continuing N 89°48'12" E 135.81 feet to a 5/8-inch iron rebar;

Thence S 39°44'00" E 418.86 feet to a 5/8-inch iron rebar lying on the South Line of said N1/2 SW1/4 NE1/4;

Thence along said South Line, S 89°55'10" E 883.54 feet to a 5/8-inch iron rebar marking the Southeast Corner of said N1/2 SW1/4 NE1/4;

Thence along the East Line of said N1/2 SW1/4 NE1/4 which coincides with the West Line of the Nampa Orchard Tract Co. Subdivision, N 00°19'15" W 644.11 feet to a 5/8-inch iron rebar lying 20.00 feet southerly of the Northeast Corner of said N1/2 SW1/4 NE1/4;

Thence leaving said East Line and said West Line of the Nampa Orchard Tract Co. Subdivision, running Parallel with and 20.00 feet southerly of the North Line of said N1/2 SW1/4 NE1/4, N 89°58'14" W 810.50 feet to a 5/8-inch iron rebar;

Thence leaving said Parallel line, S 26°20'41" E 289.64 feet to a 5/8-inch iron rebar;

Thence S 89°48'12" W 601.83 feet to said Easterly Right-of-Way of S. Grays Lane to a 5/8-inch iron rebar;

Thence along said Easterly Right-of-Way S 00°17'42" E 60.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 13.78 acres, more or less.

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**EXHIBITS "B"**

CONCEPTUAL PLAN(S)

RECORD SCAN

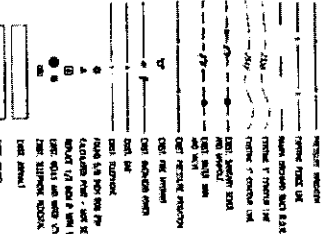
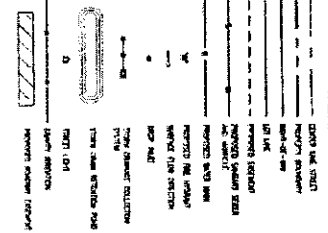
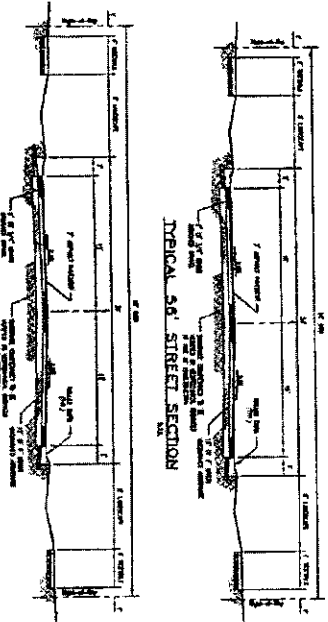
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**TECHNICAL SUPPORT**

1/4" = 1' SCALE

TYPICAL 60' STREET SECTION



**LEGEND**

1. 60' STREET SECTION  
2. 36' STREET SECTION

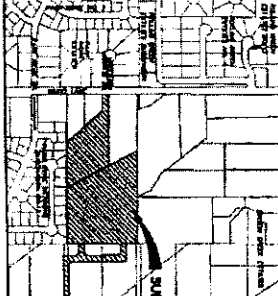
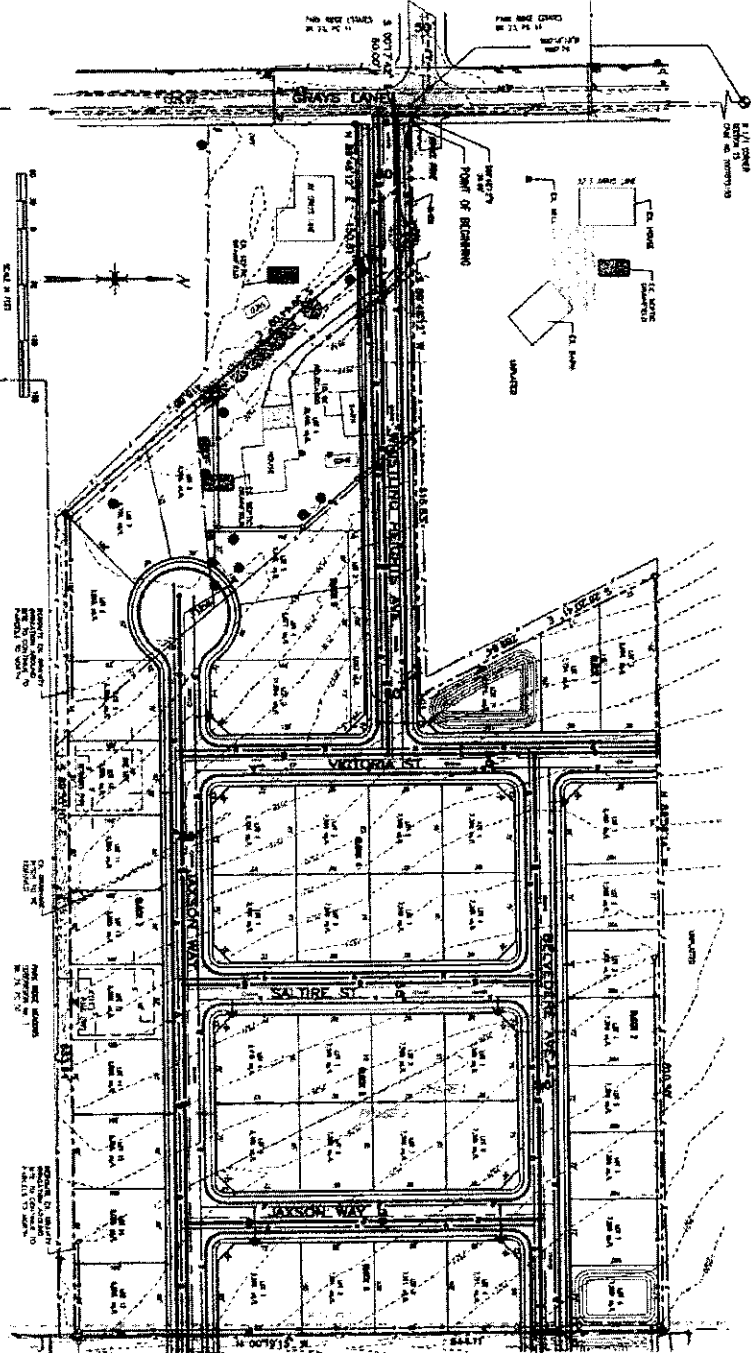
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2. 36' STREET SECTION

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**PREPARED BY**  
J.J. HOWARD  
CONSULTING / SURVEYING

**DATE**  
1/1/79

**PROJECT**  
SUBJECT SITE

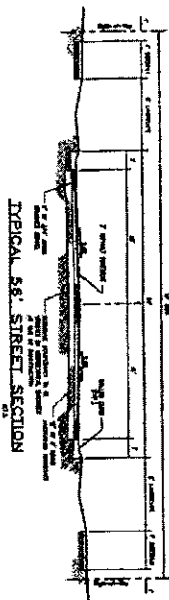
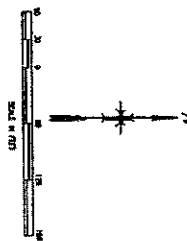


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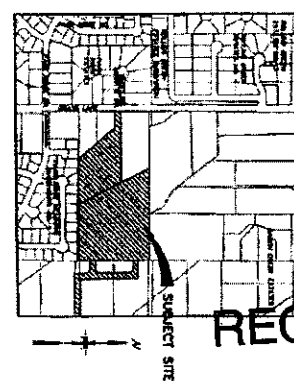
TECHNICAL SUPPORT



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AGCS, ENVIRONMENT, AND  
TRIPS IN THE 21<sup>ST</sup>  
CENTURY: THE ISSUES  
BEFORE US 197-214

[illegible]

## EXHIBIT "C"

### CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district (LID) for the construction of any infrastructure associated with or adjoining the development of the Property.
2. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate right-of-way, as defined/required by the City Engineer, adjacent the Property as needed for the ultimate build out of the adjacent public roadway(s) (S. Grays Lane) according to the City's adopted **Nampa Street/Path Master Plan** or City engineering Department determination and this by virtue of recording of a valid plat and/or by separate document(s).
3. All conditions imposed by the City's Planning and Zoning Commission and those of City agencies pertaining to this project shall be adhered to. The City's Council allowed that a plat presented to them on July 07, 2008 serve as the official plat save as may be required to be revised to show changes required by City agencies (including 8,000 sq. ft. or larger lots along the Project's southern side/boundary), and, that the proposed road alignment of the subdivision's entry road (where it intersects Grays Lane as proposed on the plat) and eastern stub roads be allowed as proposed by the applicant(s).
4. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the residential portion of the Property which shall contain the following minimum design standards for single-family dwellings [houses]:
  - a. The minimum living space floor area shall be one thousand four hundred (1400) square feet -- exclusive of any garage area.
  - b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
  - c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; *or* two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave "eyebrows" constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
  - d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
  - e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall have a minimum warranty of twenty-five (25) years.
  - f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
  - g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least ten (10) percent of each façade oriented to a street.
  - h. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, mullions, or shutters.

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- i. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing (excludes garages, zero lot line building sides or unconditioned areas.
- j. Each dwelling shall contain a porch, balcony or courtyard.
- k. Any detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling.

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RECORDED

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WILLIAM H. HURST  
CANYON COUNTY RECORDER  
BY *William H. Hurst*

REQUEST BY *William H. Hurst* NAMPRA CITY OF  
TYPE *BA* FEE *0*

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TECHNICAL SUPPORT